95554845

### MORTGAGE AND ASSIGNMENT OF RENTS

THIS MORTGAGE AND ASSIGNMENT OF RENTS (the "Mortgage") is made effective as of the 14 day of light, 1995, between PAITH TEMPLE, CHURCH OF GOD IN CHRIST AT EVANSTON, Illinois, an Illinois Not for Profit Corporation (the "Mortgagor") and THE LIBERTY GROUP, INC., an Indiana corporation (the "Mortgagee").

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the sum of ONE MILLION FIVE HUNDRED THOUSAND and NO/100 DOLLARS (\$1,500,000.00), with interest thereon, according to the terms of a certain trust indenture dated February 1, 1995 (the "Indenture"). The terms, conditions and provisions of the Indenture are incorporated into and made a part of this Mortgage and Assignment of Rents to the same extent as if set forth in full as a part of this paragraph.

NOW, THEREFORE, to secure to the Mortgagee the payment of the aforesaid indeptedness, as described in the Indenture and the Bonds to be issued pursuant to the Indenture, with interest thereon, the payment of all other moneys secured hereby or advanced hereunder and the performance of the covenants and agreements herein contained, the Mortgagor does hereby grant, bargain, sell, convey and murtgage unto the Mortgagee and to its successors and assigns the real property located in the City of Evanston, County of Cook, State of Illinois described at Schedule "A" attached as a part hereof, together with all and singular the tenements, herediments and appurtenences thereof; all buildings and improvements now or hereafter constructed thereon; and all fixtures, equipment, machinery, apparatus and articles of personal property of every kind and character now owned or hereafter located in or used for the operation and maintenance of the aforesaid buildings and improvements (all a which property is herein called the "Collateral"). The above described real estate, appurtenances, improvements and Collateral are hereinafter collectively called the "Mortgaged Premises" and are hereby declared to be subject to the lien of this Mortgage as security for the payment of the indebtedness herein described or as may be described within the Indenture.

TO HAVE AND TO HOLD the Mortgaged Premises with all the rights, improvements and appurtenances thereunto belonging, or in anywise appertaining unto the Mortgagee, its successors and assigns forever. The Mortgagor covenants that, except as stated at Schedule "B" attached as a part hereof, the Mortgagor is seized of an indefeasible estate in fee simple in the Mortgaged Premises, that the Mortgagor has a good right to sell, convey and mortgage the same, that the Mortgaged Premises are free and clear of all general and special taxes, liens, charges and encumbrances of every kind and character, and that the Mortgagor hereby warrants and will forever defend the title thereto against the claims of all persons whomsoever.

BOX 333-CTI

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Property of Cook County Clerk's Office

0EPT-01 RECORDING \$41.00 T+0012 TRAN 6008 08/22/95 13:21:00 +5897 + JM +-95-554845 COOK COUNTY RECORDER DEPT-10 PENALTY

- l. Payment of Debt. If the Mortgagor shall pay the indebtedness described in the Indenture and the payment of the principal and interest to accrue under the bonds and shall in all things do and perform all other acts and agreements herein contained to be done, then, in that event only, this Mortgage shall be and become null and void. The payment of the indebtedness due under the Indenture and the funding by the Mortgagor of those funds necessary to the principal and interest to become due under the bonds is set forth within Exhibit "C" attached hereto.
- 2. Maintenance; Waste. Subject to the terms of the Mortgage, with respect to the Mortgaged Premises, the Mortgagor covenants and agrees: to keep the same in good condition and repair; to pay all general and special taxes and assessments and other charges that may be levied or assessed upon or against the same as they become due and payable and to furnish to the Mortgagee receipts showing payment of any such taxes and assessments, if demanded; to pay all debts for repair or improvements now existing or hereafter arising which may become liens upon or charges against the Mortgaged Premises; to comply with or cause to be complied with all requirements of any governmental authority relating to the Mortgaged Premises; to promptly repair, restore, replace or rebuild any part of the Mortgaged Premises which may be damaged or destroyed by any casualty whatsoever or which may be affected by any condemnation proceeding or exercise of eminent domain, and to promptly notify the Mortgagee of any damage to the Mortgaged Premises in excess of Ten Thousand (\$10,000.00) Dollars The Mortgagor further covenants and agrees that the Mortgager will not: commit or suffer to be committed any waste of the Morta ged Premises; initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Mcrtgaged Premises or any part thereof without the prior consent of Mortgagee.
- 3. Taxes. The Mortgagor will pay when due And before any penalty attaches, all general and special taxes, 4830ssments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever (all herein generally called "Taxes"), whether or not assessed against the Mortgagor, if applicable to the Mortgaged Premises or any interest therein, or the Indebtedness hereby secured, or any obligation or agreement secured hereby; and Mortgagor will, upon written request, furnish to the Mortgagee duplicate receipts therefor; provided that (a) in the event that any law or court decree has the effect of deducting from the value of land for the purposes of taxation any lien thereon, or imposing upon the Mortgagee the payment in whole or any part of the Taxes or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the interest of the Mortgagee in the Mortgaged Premises or the manner

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of collection of Taxes, so as to affect this Mortgage or the Indebtedness hereby secured or the Holder hereof, then, and in any such event, the Mortgager upon demand by the Mortgagee, will pay such Taxes, or reimburse the Mortgagee therefor; and (b) nothing in this Section 3 contained shall require the Mortgager to pay any income, franchise or excise tax imposed upon the Mortgagee, excepting only such which may be levied against such income expressly as and for a specific substitute for Taxes on the Mortgaged Premises, and then only in any amount computed as if the Mortgagee derived no income from any source other than its interest hereunder.

- 4. <u>Insurance</u>. The Mortgagor will insure and keep insured the Mortgaged Premises and each and every part and parcel thereof against such perils and hazards as the Mortgagee may from time to time require, and in any event including:
- (a) Insurance against loss to the Improvements and Personal Property caused by fire, lightning and risks covered by the so-called "Extended Coverage" endorsement together with "vandalism and malicious mischief" and "sprinkler leakage" endorsements, or by the so-called "all perils" endorsement and such other risks as the Mortgagee may reasonably require, in amounts (but in no event less than the initial stated principal amount of the Indenture) equal to the full replacement value of the Improvements and Personal Property, plus the cost of debris removal, with full replacement cost endorsement, "agreed amount" endorsement, and "contingent liability from operations of building laws" endorsement;
- (b) Comprehensive general public liability insurance against bodily injury and property damage in any way arising in connection with the Mortgaged Premises with such limits as the Mortgagee may reasonably require and in any event not less than \$1,000,000.00 single limit coverage;
- (c) Broad form boiler and machinery insurance on all equipment and objects customarily covered by such insurance (if any thereof are located at the Mortgaged Premises), providing for full repair and replacement cost coverage, and other insurance of the type and in amounts as the Mortgagee may reasonably require, but in any event not less than that customarily carried by persons owning or operating like properties;
- (d) During the making of any alterations or improvements to the Mortgaged Fremises (i) insurance covering claims based on the owner's contingent liability not covered by the insurance provided in subsection (b) above, and (ii) Workmen's Compensation insurance covering all persons engaged in making such alterations or improvements;

- (e) Earthquake insurance, in an amount equal to the full replacement cost of the Mortgaged Premises plus the cost of debris removal, with full replacement cost endorsement, "agreed amount" endorsement, and "contingent liability for operations of building laws" endorsement but only if obtainable at reasonable cost;
- (f) Such other insurance of the types and in amounts as the Mortgagee may require, in any event not less than the types and coverages of insurance customarily carried by persons owning and operating like properties;

and Morcoagor shall at its own expense furnish such insurance appraisals as may be required by Mortgagee from time to time (and in any event not less often than once every 5 years) to ascertain the full replacement cost of the improvements for the purposes of Subsection (a) above.

All policies of insurance to be maintained and provided as required by Section 4 hereof shall:

- (g) Be in forms, companies and amounts reasonably satisfactory to Mortgages, and all policies of casualty insurance shall have attached thereto mortgages clauses or endorsements in favor of and with loss payable to Mortgages;
- (h) Contain endorsements that no act or negligence of the insured or any occupant and no occupancy or use of the Mortgaged Premises for purposes more hazardous than permitted by the terms of the policies will affect the validity or enforce ability of such policies as against Mortgagee;
- (i) Be written in amounts sufficient to prevent Mortgagor from becoming a co-insurer;
- (j) Provide for thirty (30) days' prior written notice of cancellation to Mortgagee;
  - (k) Contain no deductible amount in excess of \$5,000.00;
- (1) Provide that any waiver of the insured's subjogation rights shall not void coverage;

and Mortgagor will deliver all policies, including additional and renewal policies to Mortgagee, and in case of insurance policies about to expire, the Mortgagor will deliver renewal policies not less than thirty (30) days prior to the respective dates of expiration.

5. Alterations. The Mortgagor will not, without the prior written consent of the Mortgages, make or permit to be made any alterations or additions to the Mortgaged Premises, the cost

of which, in the aggregate will exceed the sum of Ten Thousand (\$10,000.00) Dollars.

- Default; Remedies. Upon the failure of the Mortgagor to pay any of the taxes, assessments, debts, liens or other charges as the same become due and payable, or to insure the Mortgaged Premises or deliver the policies of insurance as herein provided, or to perform any of the Mortgagor's covenants and agreements herein, the Mortgagee is hereby authorized, at its option, to insure the Mortgaged Premises, or any part thereof, and pay the costs of such insurance, and to pay such taxes, assessments, debts, liens or other charges herein described, or any part thereof, and to remedy the Mortgagor's failure to perform hereunder and pay the costs associated therewith, and the Mortgagor nereby agrees to refund on demand all sum or sums so paid, with interest thereon at a rate equal to five (5%) percent per annum in excess of the interest rate stated in the Indenture; and any such sum or sums so paid, together with interest thereon, shall become a part of the indebtedness hereby secured; provided, however, that the retention of a lien hereunder for any sum so paid shall not be a valver of subrogation or substitution which the Mortgagee might otherwise have. In the event of the failure of the Mortgagor to pay any of the taxes, assessments, debts, liens or other charges herein described as the same become due and payable or to keep the Mortgaged Premises insured in the manner and time herein provided, or the failure to deliver renewal policies in the manner and time herein provided, or if any installment of principal or interest is not paid at or within the time required by the terms of the Undenture, or in the case of the actual or threatened destruction, demolition, removal, condemnation or taking of a substantial part of the Mortgaged Premises, or the failure to do any of the things herein agreed to be done, or on the breach of any of the terms of the Indenture, this Mortgage or any other instrument securing or evidencing the indebtedness hereby secured, then, in any of such events, whether the Mortgagee has paid any of the taxes, liens or other charges, or procured the insurance, or remedied the Mortgayor's failure to perform, all as above mentioned, or not, the principal of the Indenture and all sums then hereby secured, without deduction, shall at the option of the Mortgagee, but subject to the same notice requirements contained in the Indenture secured haraby, become due and payable, and the Mortgagee shall be entitled to foreclose this Mortgage, and shall be entitled to the possession of the Mortgaged Premises and the rents and profits thereof, and shall be entitled to have a receiver appointed to take possession of the Mortgaged Premises without further notice.
- 6.01. Protective Advances. All advances, disbursements and expenditures made or incurred by Mortgagee before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following

purposes, in addition to those otherwise authorized by this Mortgage or by the Foreclosure Law (collectively "Protective Advances"), shall have the benefit of all applicable provisions of the Foreclosure Law, including those referred to below:

- (a) all advances by Mortgagee in accordance with the terms of this Mortgage to: (i) preserve, maintain, repair, restore or rebuild any Improvements; (ii) preserve the lien of this Mortgage or the priority hereof; or (iii) enforce this Mortgage, as referred to in Section 15-1302(b) (5) of the Foreclosure Law;
- (b) payments by Mortgagee of: (i) principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance on the Property: (ii) real estate taxes and assessments, general and special and other taxes and assessments of any kind or nature whatsoever that are assessed or imposed upon the Property or any part thereof; (iii) other obligations, authorized by this Mortgage; or (iv) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title to the Property, as referred to in Section 15-1505 of the Foreclosure Law,
- (c) advances by Mortgagee in settlement or compromise of any claims asserted by claimants under senior mortgages or any other prior liens;
- (d) attorneys' fees and other costs incurred: (i) in connection with the foreclosure of this Mortgage as referred to in Sections 15-1504(d) (2) and 15-1510 of the Foreclosure Law; (ii) in connection with any action, suit or proceedings brought by or against Mortgagee for the enforcement of this Mortgage or arising from the interest of Mortgagee hereunder, or (iii) in preparation for or in connection with the commencement, presecution or defense of any other action related to this Mortgage or the Property;
- (e) Mortgagee's fees and costs, including attorneys' fees, arising between the entry of judgment of forecrosure and the confirmation hearing as referred to in Section 15-1508(c) (1) of the Foreclosure Law;
- (f) expenses deductible from proceeds of sale as referred to in Sections 15-1512(a) and 15-1512(b) of the Foreclosure Law;
- (g) expenses incurred and expenditures made by Mortgagee for any one or more of the following: (i) premiums for casualty and liability insurance paid by Mortgagee whether or not Mortgagee or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at

the time any receiver or mortgagee takes possession of the Property imposed by Section 15-1704(c) (1) of the Foreclosure Law; (ii) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (iii) payments deemed by Mortgagee to be required for the benefit of the Property or required to be made by the owner of the Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owner or instruments creating covenants or restrictions for the benefit of or affecting the Property; and (iv) shared or common expense assessments payable to any association or corporation in which the owner of the Property is a member in any way affecting the Property.

All Protective Advances shall be additional Indebtedness secured by this Mortgage, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the Default Rate. This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment craditors from the time this Mortgage is recorded pursuant to Section 15~1302(b) (5) of the Foreclosure Law.

All Frotective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Foreclosure Law, apply to and be included in:

- (a) any determination of the amount of indebtedness secured by this Mortgage at any cime;
- (b) the indebtedness found due and owing to Mortgagee in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or finding by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;
- (c) if right of redemption has not been waived by this Mortgage, computation of amounts required to redeen, pursuant to Sections 15-1603(d) (2) and 15-1603(e) of the Foreclosure Law;
- (d) determination of amounts deductible from 2319 proceeds pursuant to Section 15-1512 of the Foreclosure Law;
- (e) application of income in the hands of any receiver or mortgagee in possession; and
- (f) computation of any deficiency judgment pursuant to Sections 15-1508(b) (2), 15-1508(e) and 15-1511 of the Foreclosure Law.
- 6.02 Environmental Inspections. Mortgagee may, at any time after the occurrence of an Event of Default, enter the

property to ascertain its environmental condition and in so doing may sample building materials, take soil samples, test borings and otherwise inspect the Property. The costs and expenses paid or incurred by Mortgagee in connection with such inspections and activities shall be reimbursed by Mortgagor and shall constitute additional Indebtedness secured by this Mortgage.

- 7. Expenses of Collection. It is agreed that if, and as often as, this Mortgage is placed in the hands of an attorney for collection, or to protect the priority or validity of this Mortgage, or to prosecute or defend any suit affecting the Mortgaged Premises, or to enforce or defend any of the Mortgagee's rights hereunder, the Mortgagor shall pay to the Mortgagee its reasonable attorneys' fees, together with all court costs, expenses for title examination, title insurance or other disbursements relating to the Mortgaged Premises, which sums shall be secured notably.
- 8. Warranty of Title. The Mortgagor warrants unto the Mortgagee that it has fee title to the Mortgaged Premises.
- 9. Sale in Parcels. In case of any sale under this Mortgage by virtue of judicial proceedings or otherwise, the Mortgaged Premises may be sold in one parcel and as an entirety or in such parcels, manner or order as the Mortgagee in its sole discretion may elect, and the Mortgagor waives any and all rights which the Mortgagor may have to insist upon the sale of the Mortgaged Premises in one parcel or in separate parcels.
- 10. Condemnation Awards. Mortgagor covenants and agrees that if at any time all or any portion of the Mortgaged Premises shall be taken or damaged under the power of eminent domain, the award received by condemnation proceedings for any property so taken or any payment received in lieu of such condemnation proceedings shall be paid directly to the Morcragee and all or any portion of such award or payment shall (i) be applied to the indebtedness hereby secured in payment of the last maturing installments of the indebtedness if the Mortgagor [hall be in default under the terms of this Mortgage or (11) in all other cases, paid over, wholly or in part, to the Mortgagor for the purpose of altering, restoring or rebuilding any part of the Mortgaged Premises which may have been altered, damaged or destroyed as a result of any such taking or damage, or for any other purpose or object satisfactory to Mortgagee, provided that the Mortgagee shall not be obligated to see to the application of any amount paid over to the Mortgagor. The Mortgagor immediately upon obtaining knowledge of the institution of any proceedings or negotiations for the condemnation of the Mortgaged Premises, or any portion thereof, will notify the Mortgagee of the pendency of such negotiations or proceedings. The Mortgagee may participate in any such negotiations or proceedings, and the Mortgagor from time to time will execute and deliver to the Mortgagee all

instruments requested by the Mortgagee to permit such participation.

- 11. Certificate. The Mortgagor, upon request made either personally or by mail, shall certify, by a writing duly acknowledged, to the Mortgagee or to any proposed assignee of this Mortgage, the amount of principal and interest then owing on this Mortgage and whether any offsets or defenses exist against the indebtedness hereby secured, within ten (10) days after the mailing of such request.
- Notice. Every provision for notice and demand or request whall be deemed fulfilled by written notice or request personally served on one or more of the persons who shall at the time hold secord title to the Mortgaged Premises, or on their heirs or successors, or mailed by depositing it in any post office station or letter box, enclosed in a postpaid envelope addressed to such person or persons, or their heirs or successors, at his, their or its addrass last known to the Mortgagee. For the purposes of this Mortgage:

The address of the Mortgagor is:

FAITH TEMPLE, CHURCH OF GOD IN CHRIST AT EVANSTON 1932 Dewey Ount Clent's Office Evanston, Illinois 50201

with a copy to:

CARLIS L. MOODY, SR. 2413 Lee Street 60202 Evanston, Illinois

The Address of the Mortgagee is:

LIBERTY GROUP, INC. Anderson Bank Building 931 Meridian Plaza, Suite 502 Anderson, Indiana 46016-1758

with a copy to:

JAMES O. ANDERSON, JR. 931 Meridian Plaza Anderson, Indiana 46016-1758

13. Future Advances. During the term of the Indenture secured hereby, any sum or sums which may be loaned or advanced by the Mortgagee to the Mortgagor, together with interest thereon at the rate agreed upon at the time of such loan or advance, shall be

equally secured with and have the same priority as the original indebtedness and be subject to all of the terms and provisions of this Mortgage and the Indenture, provided, however, that the aggregate amount of principal outstanding at any time shall not exceed an amount equal to twice the principal amount originally secured hereby.

- with the terms of this Mortgage by any person at any time liable for the payment of the whole or any part of the indebtedness now or hereafter secured by this Mortgage, or by any subsequent owner of the Mortgaged Premises, or by any other person whose interest in the Mortgaged Premises might be prejudiced in the event of a failure to make such payment, or by any stockholder, officer or director of a corporation or any partner of a partnership or trustee or coincidical owner of a trust which at any time may be liable for such payment or may own or have such an interest in the Mortgaged Premises, shall be deemed, as between the Mortgagee and all persons who at any time may be liable as aforesaid or may own the Mortgaged Premises, to have been made on behalf of the Mortgagor.
- No Waiver. Any failure by the Mortgagee to insist upon the strict performance by the Mortgagor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and the Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by the Mortgagor. Neither the Mortgagor nor any other person now or hereafter obligated for the payment of the whole or any part of the indebtedness now or hereafter secured by this Mortgage shall be relieved of such obligation by reason of the failure of the Mortgagee to comply with any request of the Nortgagor or of any other person so obligated to take action to for aclose this Mortgage or otherwise enforce any of the provisions of this Mortgage or of any obligations secured by this Mortgage, or by reason of the release, regardless of consideration of the whole or any part of the security held for the indebtedness secured by this Mortgage, or by reason of any agreement or stipulation between any subsequent owner or owners of the Mortgaged Pcomises and the Mortgagee extending, from time to time, the time of payment or modifying the terms of the Note or this Mortgage without first having obtained the consent of the Mortgagor or such other person, and in the latter event, the Mortgagor and all such other persons shall continue liable to make such payments according to the terms of any such agreement of extension or modification unless expressly released and discharged in writing by the Mortgagee. Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Premises, the Mortgagee may release the obligation of anyone at any time liable for any of the

indebtedness secured by this Mortgage or any part of the security held for such indebtedness and may from time to time extend the time of payment or otherwise modify the terms of the Note and/or this Mortgage without, as to the security for the remainder thereof, in any way impairing or affecting the lien of this Mortgage or the priority of such lien, as security for the payment of the indebtedness as it may be so extended or modified, over any subcrdinate lien. The holder of any subordinate lien shall have no right to terminate any lease affecting the Mortgaged Premises whether or not such lease be subordinate to this Mortgage. The Mortgagee may resort for the payment of indebtedness hereby secured to any other security therefor held by the Mortgagee in such order and manner as the Mortgagee may elect.

- arising under the clauses and covenants contained in this Mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the other. No act of the Mortgage shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.
- Assignment of Rents. In the event of any default, hereunder, on the part of the Mortgager or any subsequent owner of said premises, the rents and profits of the Mortgaged Premises are hereby assigned to the holder of said Mortgage as further security for the payment of said indebtedness. Immediately upon the occurrence of any default or breach, the Mortgagee shall have the right forthwith, with the irrevocable consent of the Mortgagor, or any subsequent owner or person then in possession, hereby given and evidenced by the execution of this Mortgage, to enter upon and take possession of the Mortgaged Premiser, including any portion occupied by the Mortgagor or any subsequent owner. At the option of the Mortgagee, such entry and taking of possession shall be accomplished either by actual physical entry and taking of possession or by written notice given personally or by mail addressed to the owner at his address as it then appears on the records of the Mortgagee. Such entry and taking of possession may be so accomplished irrespective of the pendency of any action of foreclasure by the Mortgagee or any junior lienor. Simultaneously with such actual physical entry and taking of possession or the giving of such written notice as aforesaid, the rents, issues, profits and all other amounts accrued, and accruing, to the owner by reason of the ownership of the premises, including deposits held as security under leases, thereupon shall be deemed to be assigned as security to the Mortgagee, together with the leases and all other documents evidencing such rents, issues, profits and other amounts, including deposits held as security under leases; and for the purpose of giving immediate effect to such assignment, no other or further instrument of assignment or other document shall be necessary or requisite. The Mortgagee shall then have the right to let the premises, or any part thereof, and to collect

and receive all the rents, issues, profits, and all other amounts past due, due or to become due to the Mortgagor or any subsequent owner of the premises by reason of such ownership, and to apply the same after payment of all necessary charges and expenses in connection with the operation of said premises, including any managing agents, commission, at the option of the Mortgagee, on account of the interest, amortization, taxes, water charges and assessments, insurance premiums, and any advance made by the Mortgagee for the account of the Mortgagor, or on account of the debt hereby secured.

18. Rent Upon Possession. In the event of any such entry, and in the event of such taking of possession by the Mortgages pursuant to the provisions above stated, or in the event of the appointment of a receiver of rents or profits in any action brought by the Mortgagee by reason of the provisions of this Mortgage, the Nortgagor or any subsequent owner, if in possession of any portion of the Mortgaged Premises, shall be obligated to pay to the Mortgage or to the receiver of rents, a reasonable rental monthly in advance for the portion of the premises so occupied. In the event a receiver is appointed by reason of such default or breach, the amount of rent payable shall be determined upon an application to be made by the receiver to the court for a determination of the reasocable rental value payable by the Mortgagor, or any subsequent owner. In the event of a default in the payment of any amount of rent monthly in advance, to be determined as above stated, the Mortgagor or any subsequent owner, may be dispossessed by the usual summary proceedings in the same manner that any defaulting tenant 167 likewise be dispossessed.

The Mortgagor covenants that 12 will not assign, pledge or otherwise alienate any of the rents, issues and profits from said premises without prior written consent of the Mortgagee and any such attempted assignment, pledge or alienation of said rents shall be subject and subordinate to the rights of the Mortgagee.

19. Hazardous Waste. Mortgagor hereby represents and warrants to Mortgagee: (i) that no oil, petroleum, or chemical liquids or solids, liquid or gaseous products, or hazardous or toxic substances, within the meaning of any applicable faderal, state or local statute, ordinance or regulation, are presently stored or otherwise located on the land or on any adjacent and contiguous real property owned by Mortgagor or any related entity or affiliate of Mortgagor; (ii) that no release of any such hazardous or toxic substance has occurred on the land or on any adjacent and contiguous real property owned by Mortgagor or any related entity or affiliate of Mortgagor; (iii) that no part of the land or any adjacent and contiguous real property owned by Mortgagor or any related entity or affiliate of Mortgagor, including the groundwater located thereon, is presently contaminated by such hazardous or toxic substance; and (iv) that Mortgagor has not received any notice from any governmental agency

or authority or from any tenant under a lease with respect to any such release of hazardous or toxic materials onto the land or adjacent parcels of real estate. Mortgagor further covenants and agrees with Mortgagee that, throughout the term of the Indenture: (i) all hazardous or toxic substances, within the definition of any applicable statute or regulation, which may be used by any person for any purpose upon the land shall be used or stored thereon only in a safe and approved manner, in accordance with all industrial standards and all laws, regulations and requirements for such storage promulgated by any governmental agency or authority; (ii) the land will not be used for the principal purpose of storing such substances; and (iii) no such storage or use will otherwise be allowed on the land which will cause, or which will increase the likelihood of causing, the release of such hazardous or toxic substances onto the land. Mortgagor hereby agrees to indemnify and save and hold Mortgagee harmless of and from all loss, cost (including reasonable attorneys' fees), liability and damage whatsoever incurred by Mortgagee arising out of or by reason of any violation of any applicable statute or regulation for the protection of the environment which occurs upon the land, or by reason of the imposition of any governmental lien for the recovery of environmental clean-up costs expended by reason of such violation, provided that, to the extent that Mortgagee is strictly limits under any such statute or regulation, Mortgagor's obligation to Mortgagee under this indemnity shall likewise be without regard to fault on the part of Mortgagor with respect to the violation of law which results in liability to Mortgagae.

- hereby agrees to comply and cause its tenant(s) to comply with any and all Federal, state or local legislation, rules and regulations relating to environmental protection including, but not limited to, the Comprehensive Environmental Response. Compensation, and Liability Act of 1980 ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986, and such other legislation, rules and regulations as are in, or may hereafter come into, effect and apply to Mortgagor, the Mortgage, the loan transaction contemplated in this Mortgage or the Mortgage, the loan transaction contemplated in this Mortgage or the Mortgage, tenants, licensees, or otherwise. Mortgagor shall indemrify and hold Mortgagee harmless against any and all claims, costs or expenses relating to such environmental protections provisions notwithstanding any exculpatory or nonrecourse provisions contained in this Mortgage and the loan documents.
- 21. <u>Bankruptcy</u>. The entire indebtedness secured by this Mortgage shall become and immediately be due at the option of the Mortgagee if by order of a court of competent jurisdiction a receiver or liquidator or trustee of the Mortgagor, or of all or any part of the Mortgaged Premises, shall be appointed and shall not have been discharged within sixty (60) days; or, if by decree

of such court, the Mortgagor shall be adjudicated bankrupt or insolvent or the Mortgaged Premises shall have been sequestered and such decree shall have continued undischarged and unstayed for sixty (60) days after the entry thereof; or if the Mortgagor shall file a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy or insolvency law or shall consent to the filing of any bankruptcy petition against the Mortgagor under any such law; or if the Mortgagor shall file a petition or answer seeking reorganization or an arrangement with creditors; or if (without limitation of the generality of the foregoing) the Mortgagor shall make an assignment for the benefit of creditors, or shall admit in writing an inability to pay debts generally as they become due, or shall consent to the appointment of a receiver, or trustee or liquidator of the Mortgagor, or of all or any part of the Mortgaged Premises.

### 22. Compliance with Illinois Mortgage Foreclosure Law.

- (a) In the event that any provision in this Mortgage shall be inconsistent with any provision of the Act the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.
- (b) If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default of the Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law.
- (c) Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.
- after, the filing of a complaint to foreclose this Mortgage, the Mortgagee may make application to the court in which such complaint is filed to place Mortgagee in possession or appoint a receiver of the Mortgaged Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Mortgaged Premises or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder or any holder of the Indenture may be appointed as such receiver. Mortgagee or such receiver, as the case may be, shall have the power to collect the rents, issues and profits of the Mortgaged Premises during the

pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagor, except for the intervention of Mortgages or such receiver, would be entitled to collect such rent, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Mortgaged Premises during the whole of said period. The court from time to time may authorize the Mortgages or receiver to apply the net income in his hands, after deducting reasonable compensation for the receiver and his counsel as allowed by the court, in payment (in whole or in part) of any or all of the indebtedness or orligations secured hereby, including without limitation the items described in Paragraphs 19 and 20 of this Mortgage.

24. Cransfer of Mortgaged Premises. In the event of any sale or transfer or hypothecation of all or any part of the Mortgaged Premises, including by Contract for Deed or Assignment of Beneficial Interest, Mortgagee may, at Mortgagee's option, declare all of the sams evidenced by the Indenture to be immediately due and payable and Mortgagee may invoke any remedies permitted hereunder or under the other instruments which secure the Indenture unless the Mortgagee shall have issued its prior written consent to any such male, transfer, hypothecation of the Mortgaged Premises or any interest therein.

The Mortgagor shall not permit any mechanic's liens or judgment liens to be filed or placed as against the Mortgaged If any such mechanic's lien claim or judgment lien shall at any time be filed as against the Mortgaged Premises, the Mortgagor shall cause the same to be discharged of record within thirty (30) days after the date Mortgagor hus knowledge of such filing. In the event Mortgagor shall not discharge the same within such period, Mortgagee shall, at its option, have the right at all times during the mortgage term, to pay any such claim for lien against the Mortgaged Premises or buildings, or any past thereof, and to redeem the Mortgaged Premises or buildings from any sale arising out of the foreclosure of any mechanic's lien or judgment lien and the amount so paid, together with interest from the date of payment at the rate specified including reasonable expenses, shall be an additional advance of funds from the Mortgagor to the Mortgagee and shall be payable at the next payment date under the Indenture with interest at the Default Interest Rate, from the date of payment thereof by the Mortgagee, it being expressly agreed, however, that the Mortgagor shall not be required to pay or discharge any such lien so long as the Mortgagor shall in good faith contest the same by appropriate legal proceedings; provided, however, that the Mortgagor shall give notice in writing to the Mortgagee of its intention to contest the validity of such lien and shall furnish a surety bond of a responsible surety company satisfactory to Mortgagee or any

other reasonable collateral, in an amount sufficient to pay such contested lien claim, together with all interest thereon. Mortgager shall give Mortgagee written notice of the existence of filing of any liens against or encumbrances on the Mortgaged Premises, within thirty (30) days after the date Mortgagor has knowledge of the existence or filing of any such lien or encumbrance.

- 25. Calculation of Interest. The principal sum evidenced hereby from time to time outstanding shall bear interest at the rate specified within the Indenture, computed on the basis of a 360-day year consisting of twelve (12) months each having thirty (30) days.
- 20. Usury. The Mortigagor represents and agrees that the principal obligation secured by this Mortgage is a business purpose loan and that the interest rate specified within the Indenture and the Bonds issued thereunder or as provided in the event of default under the Indenture are not violative of any statute, ordinance or regulation limiting the maximum legal rate of interest.
- Mortgage which shall evidence the funds to be made available to the Mortgagor under the Inducture, shall be disbursed from time to time pursuant to the provisions of a certain construction loan agreement of even date with this Mortgage as executed by the Mortgagor and the Mortgagee (the "Construction Loan Agreement"). The terms, conditions and provisions of the Construction Loan Agreement and the disbursement agreement of the Disbursing Agent designated therein are incorporated into and made a part of this Mortgage. A default by the Mortgagor under the Construction Loan Agreement shall be deemed an event of details under this Mortgage and shall entitle the Mortgagee to pursue all remedies under this Mortgage.
- Indemnity of Mortgagee. Mortgagor shall indemnify and save harmless the Mortgagee against and from all puits, demands, claims, loss, liabilities, damages and expenses, including reasonable attorneys fees, which may directly or indirectly arise out of or he incurred or suffered by the Mortgagee in connection with or by reason of the failure by the Mortgagor to fully perform and observe any one or more of the covenants, terms, obligations or conditions on Mortgagor's part to be performed or observed under this Mortgage or any instrument securing payment of the same. Not by limitation of the foregoing, Mortgagor further covenants and agrees to and with Mortgagee that in the event Mortgages shall, without any fault on its part, be made party to any litigation commenced by or against Mortgagor or against parties in possession of the said Mortgaged Premises or any building situated thereon or any part thereof, claiming under the Mortgagor, then Mortgagor shall and will pay all costs and

reasonable attorneys fees incurred by, or imposed on Mortgagee or in connection with such latigation.

- 29. Default Notice. No proceedings to foreclose the lien of this Mortgage or any instrument given to secure payment of the same shall be commenced by Mortgagee without ten (10) days prior written notice to Mortgagor in the event of non-payment of any money by Mortgagor and without thirty (30) days prior written notice to Mortgagor in the event of all other defaults; provided, however, if the default is not capable of being cured within thirty (30) days, the Mortgagee shall not commence a foreclosure proceeding or accelerate the indebtedness secured hereby. Mortgages shall not expend funds to cure any default of Mortgagor without can (10) days prior written notice to Mortgagor except in the event a lien will ensue by reason of the failure of the Mortgagee ro so act within the said ten (10) day notice period.
- 30. Soverning Law. This Mortgage and the Indenture securing payment of the same shall be governed by the laws of the jurisdiction in which the Mortgaged Premises are located. In the event that any provision or clause of this Mortgage or the Indenture conflicts with applicable law, such conflict shall not affect the other provisions of this Mortgage or the Indenture which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Indenture are declared to be severable.
- Wherever used in this Mortgage, Construction. unless the context clearly indicated a contrary intent or unless otherwise apacifically provided herein, the word "Mortgagor" shall mean "Mortgagor and/or any subsequent owner or owners of the Mortgaged Premises", the word "Mortgagee" shall mean "Mortgagee or any subsequent holder or holders of this Mortgage", the word "Indenture" shall mean "that certain Trust indenture dated February 1, 1995 of the Mortgagor to the Mortgagee" and the word "person" shall mean "an individual, corporation, partnership or unincorporated association". The paragraph headings contained herein are included as a matter of convenience and are not intended to define, limit or modify the terms of this Nortgage. This Mortgage shall be binding on the Mortgagor and all heirs, personal representatives, successors and assigns of the Kortgagor and inure to the benefit of the Mortgagee and all heirs, personal representatives, successors and assigns of the Mortgagee.
- 32. Amendment. This Mortgage cannot be changed except by an agreement in writing signed by the party against whom enforcement of the change is sought.
- 33. Waiver of Right to Redeem from Sale Waiver of Appraisement, Valuation, Etc.. Mortgagor shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws,"

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# **UNOFFICIAL COPY**

now existing or hereafter enacted in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Mortgaged Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclosure such lien may order the Mortgaged Premises sold as an entirety. In the event of any sale made under or by virtue of this instrument, the whole of the Mortgaged Premises may be sold in one parcel as an entirety or in separate lots or parcels at the same or different times, all as the Mortgagee may determine. Mortgagee shall have the right to become the purchaser at any sale made under or by virtue of this instrument and Mortgagee so purchasing at any such sale shall have the right to be credited upon the amount payable to Mortgagee out of the new proceeds of such sale. In the event of any such sale, the Note and the other indebtedness hereby secured, if not previously due, shall be and become immediately due and payable without demand of notice of any kind. Mortgagor acknowledges that the Mortgaged Premises does not constitute agricultural real estate, as defined in Section 15-1201 of the Act, or residential real estate, as defined in Section 15-1219 of the Act. fullest extent permitted by law, Mortgagor, pursuant to Section 15-1601(b) of the Act, hereby voluntarily and knowingly waives any and all rights of redemption on behalf of Mortgagor, and each and every person acquiring any interest in, or title to the Mortgaged Premises described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by applicable law.

IN WITNESS WHEREOF, the undersigned Mortgagor has caused this instrument to be duly executed, sealed and delivered the day and year first above written.

FAITH TEMPLE, CFURCH OF GOD IN CHRIST AT EVANSTON, an Illinois Not for Profit Corporation

Y: ( an

Carlis L. Moody Sr., Past

Anthony C. Moody, Finance Chairman

ATTEST:

Maggie A. Gill, Secretary

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STATE OF ILLINOIS )
(SS:

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that R. CARLIS L. MOODY, Sr., personally known to me to be the Pastor, ANTHONY C. MOODY, personally known to me to be the Finance Chairman and MAGGIE L. GILL, Secretary of FAITH TEMPLE, CHURCH OF GOD IN CHRIST AT EVANSTOP, who are personally known to me to be the same persons whose makes are subscribed to the foregoing instrument as such Pastor, Flance Chairman and Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said FAITH TEMPLE, CHURCH OF GOD IN CHRIST AT EVANSTON, for the uses and purposes therein set forth; and said secretary then and there acknowledged that she, as custodian of the comprate seal of said FAITH TEMPLE, CHURCH OF GOD IN CHRIST AT EVANSTON, did affix the corporate seal of said FAITH TEMPLE, CHURCH OF GOD IN CHRIST AT EVANSTON, to said instrument as her own free and voluntary act and as the free and voluntary act of said FAITH FEMPLE, CHURCH OF GOD IN CHRIST AT EVANSTON, for the uses and purposes therein set forth.

Given under my hand and notarial seal this day of

NOTARY PUBLIC

My commission expires:

OFFICIAL SEAL
ANTHONY C MODDY, SR.
NOTARY PUBLIC STATE OF ILLNOIS
MY COMMISS ON EXPIRES 3-13-99

9555484

### EXHIBIT "A"

PARCEL 1:

LOT 1 IN FAITH TEMPLE CHURCH OF GOD IN CHRIST SECOND CONSOLIDATION, BEING A CONSOLIDATION OF PART OF BLOCK 5 IN MCNEILS ADDITION TO EVANSTON A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FARCEL 2:

LOT 15 IN BLOCK 5 IN MC NEILL'S ADDITION TO EVANSTON, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION (3, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

# 5 IN ...

F THE NORTHWELL

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Locanslar, T.C.

Prepard By: Phill: PGISSMan Must To: 87078kskie blud Skokie III

64377

paralle and the section no tax Billing Information Form is required to be recorded with this instrument.

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### SCHEDULE 1 TO ISSUER RESOLUTION

### Faith Temple, Church of God in Christ at Evanston

Bonds Effective February 1, 1995
Amortized Through Bond and Interest Payment Account

### AMORTIZATION OF BONDS

The Trust Indenture obligates the Issuer to deposit with the Paying Agent, through the Sinking Fund (described below), funds sufficient to redeem the principal and accrued interest on the bonds offered hereby.

### Amortized Through Bond and Interest Payment Account

F-month	Scheduled Honthly	Simple	Compound	9onds
Paturity	Payments Required	Interest*	Interest	Retired
	\$12,645.00	\$35,844.06	\$ 586.25	\$38,000.00
2	X \$17.645.00	\$35,100.31	\$ 1,254.84	\$39,000.00
2	\$14.489.00	\$34,302.81	\$ 2,072.59	\$49,250.00
4	\$14,489.00	#33,121.56	\$ 2,915.34	\$50,250.00
5	\$12,427.00	\$31,862.18	\$ 4,062.24	\$56,000.00
6	115 47.00	\$30.372.18	\$ 4.871.07	\$56,000.00
7	\$15,652.03	\$20,794.37	\$ 6,341.91	\$63,750.00
•	\$16,657.00	\$26.981.97	\$ 7,353.88	\$64,750.00
9	\$17,52,.00	\$24,836.56	\$ 8,142.09	\$70,000.00
10	317,825.00	\$22,440.31	¥ 9,146.33	172,259.00
11	\$17,825.00	\$19,839.75	\$ 9,991.11	\$73,500.00
17	\$17.825.00	\$17,060.00	\$11,555.53	\$77,000.00
13	\$17,925.00	<b>\$14,037.50</b>	\$12,399.09	\$78,750.00
14	\$17,825.00	110,800.00	\$13,719.04	\$82,250.00
15	\$17,825.00	\$ 7,387.50	314,295.80	\$85,250.00
16	\$17.825.00	€ 3 787.50	314,490.21	\$88,000.00
17	\$17,625.00	\$ (-0)·	\$58,786.83	\$45,500.00
19	\$17,825.00	\$ 0.	\$62.594.56	\$44,500.00
19	\$17,825.00	\$ -0-	\$63,986.70	\$41,250.00
<b>2</b> 0	\$17,835.00	\$ -0-	\$66,545.23	\$40,250.00
21	\$17,825.00	\$ -0-	\$70,394.92	\$36,300.00
22	\$17,\$25.00	\$ -0-	\$70,800.95	\$34.000.00
23	\$17,825.00	\$ -0-	\$77,758.79	\$13,000.00
24	\$17,825.00	\$ -0-	{76,661.22	\$31,750.00
25	\$17,825.00	\$ -0-	\$14,516.78	\$29,500.00
16	\$17,925.00	\$ -0-	\$79,327 13	\$26,250.0D
27	\$17,825.00	1 -0-	\$61.110.01	\$25,000.00
29	\$17,825.00	<b>1</b> -0-	\$85,207.16	\$24,500.00
29	\$17,825.00	\$ -0-	\$83,792.80	\$2,500.00
30	\$17,825.00	\$ -0-	\$85,654.95	\$(1),500.00

\*To be paid by check every 6 months. \*\*Final payment may vary slightly.

### DESCRIPTION OF BONDS

Bonds shall be issued in denominations of \$1,000 or \$250, or multiples thereof. All the bonds shall be issued in the names of the holders of the bonds as registered on the books and records of Issuer and Registrar. The Issue is made up of the following bonds:

	Haturity Range	Amount Simple	Amount Compound	Interest Rate
	######################################	\$21,250 \$22,000 \$11,590 \$32,500 \$37,250 \$38,250 \$45,000 \$46,750 \$53,250	Compound  \$ 15,750 \$ 17,750 \$ 17,750 \$ 18,750 \$ 18,750 \$ 18,750 \$ 18,750 \$ 18,750	7,00% Simple/Compd 7,25% Simple/Compd 7,35% Simple/Compd 7,35% Simple/Compd 8,00% Simple/Compd 8,25% Simple/Compd 8,50% Simple/Compd 8,75% Simple/Compd 9,00% Simple/Compd 9,00% Simple/Compd
08/01/01 08/01/01 08/01/05 02/01/08	02/01/00 08/01/00 02/01/01 through 02/01/03 through 02/01/05 through 08/01/07 through 02/01/10	\$ 56,250 \$ 58,500 \$ 62,000 \$280,750	\$ 16,000 \$ 15,000 \$ 15,000 \$ -0- \$225,000 \$164,750 \$119,750	9.25% Simple/Compd 9.50% Simple/Compd 9.75% Simple/Compd 10.00% Simple 10.00% Compound 10.50% Compound 11.00% Compound